Application Serial No.: 09/591,687   **MAR 3 1 2008**   Attorney Docket No.: 47004.000074

REMARKS

Claims 1, 7 and 19-31 are pending in this application. In this Amendment, claims 1 and 7 are amended, claims 16-18 are canceled without prejudice or disclaimer to the subject matter set forth therein, and claim 31 is added. Claim 31 is added to recite further novel features of the claimed invention.

Reconsideration and allowance in view of the following remarks are respectfully requested.

A.   THE CLAIMS DEFINE PATENTABLE SUBJECT MATTER

In the Office Action, claims 1-7 and 16-32 are rejected under 35 U.S.C. 103 as being anticipated by Ellmore, US Pat. No. 7,058,817 in view of Baker, US pat. No. 6,611,498. This rejection is respectfully traversed.

The features of claim 1 are set forth above. In particular, claim 1 recites:

> connecting to a trusted service provider having special access requirements, wherein a **trusted service module acts as an intermediary** between the host service provider and the trusted service provider; and
> wherein the trusted service module receives a sessionID from the trusted service provider;
> wherein the **trusted service module places a text file** on the user's network data acquisition module;

In the prior January 25, 2007 Office Action (page 4), the Office Action set forth the basis of the rejection of such claimed features. In particular, the prior Office Action asserted that:

> As to claims 2 and 10, Ellmore discloses a trusted service module (140 fig. 1) acts as an intermediary between the host service provider and the trusted service provider (see col. 5 line 17 to col. 6 line 55),
> As to claims 3 and 5, Ellmore discloses receiving the session ID from the trusted service provider and text file comprising a cookie (see figs. 2, 3, col. 6 line 66 to col. 7 line 67).
> As to claims 4,6 and 9, Ellmore discloses placing a text file on the user's network data acquisition module and registering the user with the remote service provider (see col. 9 lines 3-60 and col. 10 lines 20-64).

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Accordingly, as was discussed in Applicant's April 25, 2007 Response, the Office Action relied on Ellmore's component 140 as the trusted service module. Applicant argued that the element 140 of Ellmore (relied on in the prior Office Action for the trusted service module) is described as a communication server. Such fails to teach the particulars as recited in claim 1, i.e., the trusted service module places a text file, as recited.

Applicant argued such deficiency of Ellmore in the prior response. Such deficiency was in the teachings of Ellmore, i.e., the primary reference applied in the Office Action. In the present 35 U.S.C. 103 rejection, Ellmore is still retained as the primary reference.

Relatedly, on page 9 of the June 14, 2007 Office Action, such Office Action asserted that:

> Applicant's arguments with respect to claims 1, 7 and 16-30 have been considered but are moot in view of the new ground)s) of rejection.

However, Applicant submits that such arguments were not moot. Such arguments laid with the deficiencies of the primary reference to Ellmore. While the secondary reference was changed (i.e., Baker is used rather than Hobbs (U.S. Patent 5,987,454)), the deficiencies with Ellmore remained.

The June 14, 2007 Office Action did not address such deficiencies. In Applicant's prior Response, Applicant respectfully submitted that not only did the June 14, 2007 Office Action not address such deficiencies, the June 14, 2007 Office Action failed to provide guidance as to **what allegedly constituted the "trusted service module".**

That is, the Office Action prior to the June 14, 2007 Office Action provided some guidance as to what the Office Action was interpreting as the trusted service module, i.e., the January 25, 2007 Office Action interpreted Ellmore's component 140 as the trusted service

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module. However, in the June 14, 2007 Office Action, no guidance was provided as to what allegedly constituted the "trusted service module." As such is clearly a point of argument, Applicant submits that the Office Action should have indeed clearly set forth what allegedly constituted such trusted service module.

In the present Office Action, the Office Action has appeared to again revert back to the interpretation that Ellmore teaches a trusted service module 140. However, Applicant respectfully submits that the above arguments (as set forth in prior Responses) have still not been addressed. That is, the element 140 of Ellmore (relied on in the January 25, 2007 Office Action for the trusted service module) is described as a communication server. That is, Ellmore rather simply describes that "the communication server 140 and the delivery processor 145 together they serve as a middleware component for communication between the application server 130 and the line of business systems 190 196." However, such disclosure fails to teach the particulars as recited in claim 1, i.e., the trusted service module places a text file, as recited.

Thus, Ellmore fails to teach the claimed trusted service module and features thereof. The Office Action has failed to respond to Applicant's prior arguments.

Applicant further notes the Office Action on pages 3-4, wherein the Office Action asserts:

Ellmore does not specifically disclose the simultaneous interactions between user and the provider, and **placing a text file** comprising a cookie on the user's network data acquisition module. However, Baker discloses the simultaneous interactions between user and the provider, and **placing a text file** comprising a cookie on the user's network data acquisition module (providing a cipher spec message which provides server authentication during a session associating a given HTTPS request with a logical session which is initiated and tracked by a "cookie jar server" to generate a "cookie" which is a unique server-generated key that is sent to the client along with each reply to a HTTPS request and providing simultaneous interactive communication between user and a server, see Baker's abstract, col. 8 line 50 to col. 9 line 59 and col. 17 line 46 to col. 18 line 46). It would have been obvious to one of the ordinary skill in the art at the time the invention was made to implement Hobbs' teachings into the method of Ellmore to process user requests because it would have provided an invaluable tool for enabling

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customers of a telecommunications enterprise to manage their telecommunication assets, quickly and securely, from anywhere in the world using the Internet.

However, such assertions even if true (which such is not admitted) fail to support the rejection. That is, claim 1 does not simply recite that a text file is placed on the user's network data acquisition module. Rather, claim 1 particularly recites that the **trusted service module places a text file** on the user's network data acquisition module.

Thus, in summary, Applicant respectfully submits that the Office Action makes a general assertion that Ellmore teaches the claimed trusted service module as constituted by a communication server 140. Then, the Office Action generally asserts that Baker teaches placing a text file (see such text above). However, the Office Action fully fails to allege or support that the trusted service module places the text file, as recited. In other words, the Office Action fails to even allege that the communication server 140 of Ellmore places the text file, as recited, i.e., fails to allege the claimed association between the communication server 140 and the placing of the text file.

On page 4, line 7, the Office Action again refers to "Hobbs", as well as at other occurrences in the Office Action. The Examiner is requested to confirm that such is an oversight, i.e., in that the rejection is based on Ellmore and Baker.

In the "Response to Arguments", the Office Action reflects that Applicant is attacking the references individually. However, as evidenced from the above discussion, Applicant is not attacking the art individually. Indeed, the remarks in the "Response to Arguments" further reveal the deficiencies of the rejection. That is, such remarks assert the Ellmore discloses the trusted service module (using the communication server 140 to serve as middleware component for communication between the application server and the line of businesses..."). Such statement in the Office Action is inconsistent with the Office Action (page 3, line 12), wherein

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the Office Action asserts that Ellmore's component 140 is the trusted service module. Indeed, a review of the "Response to Arguments" in the present Office Action still leaves unclear what is the alleged "trusted service module" of Ellmore. Thus, it is fully unclear what component of Ellmore the Office Action is allegedly modifying with the teachings of Baker (relating to the described text file.)

In this Amendment, claim 1 has been yet further amended to recite the particulars of the claimed invention, and yet further define over the applied art.

Applicant respectfully submits that claim 1 recites patentable subject matter at least for the reasons set forth above. Further, claims 7 and new claim 29 recite patentable subject matter at least for some of the reasons set forth above with respect to claim 1.

Applicant submits that the dependent claims recite patentable subject matter at least for their various dependencies on claims 1, 7, and 29, as well as for the additional subject matter recited in such dependent claims.

The applied art to Ellmore and Baker fails to teach or suggest the claimed features, either alone or in combination. Withdrawal of the 35 U.S.C. §103 rejection is respectfully requested.

B.   CONCLUSION

For at least the reasons outlined above, Applicant respectfully asserts that the application is in condition for allowance. Favorable reconsideration and allowance of the claims are respectfully solicited.
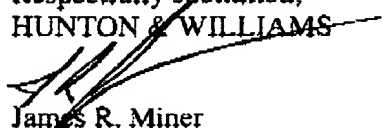
For any fees due in connection with filing this Response the Commissioner is hereby authorized to charge the undersigned's Deposit Account No. 50-0206.

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Should the Examiner believe anything further is desirable in order to place the

application in even better condition for allowance, the Examiner is invited to contact Applicant's

undersigned representative at the telephone number listed below.

Respectfully submitted,
HUNTON & WILLIAMS

James R. Miner
Registration No. 40,444

Hunton & Williams
1900 K Street, N.W., Suite 1200
Washington, D.C. 20006-1109
(202) 955-1500

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